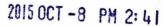
# RECEIVED





October 7, 2015



Via Overnight delivery

Jean Jewell, Secretary Idaho Public Utilities Commission 472 West Washington Street P.O. Box 83720 Boise, Idaho 83720-0074

Re:

Case No.: QWE-T-04-23

**Application for Approval Interconnection Agreement** 

Dear Ms. Jewell:

Enclosed for filing are an original and two (2) copies of the Power Reduction Amendment to the Interconnection Agreement between Qwest Corporation dba CenturyLink QC and CenturyLink Communications, LLC for the State of Idaho. CenturyLink respectfully requests that this matter be placed on the Commission Decision Meeting Agenda for expedited approval.

Please contact me if you have any questions concerning the enclosed. Thank you for your assistance in this matter.

Sincerely,

Josie G. Addington Legal Assistant III

/jga

Enclosure(s)

cc: Service List

www.centurylink.com

Lisa A. Anderl (WSBA#13236) CenturyLink 1600 7th Ave, Room 1506 Seattle, Washington 98191 Telephone: (206) 345-1574 lisa.anderl@centurylink.com RECEIVED

2015 OCT -8 PM 2: 41

UTILITIES COMMISSION

## BEFORE THE IDAHO PUBLIC UTILITIES COMMISSION

APPLICATION OF QWEST CORPORATION dba CENTURYLINK QC FOR APPROVAL OF AN AMENDMENT TO INTERCONNECTION AGREEMENT WITH CENTURYLINK COMMUNICATIONS, LLC fka QWEST COMMUNICATIONS CORPORATION PURSUANT TO 47 U.S.C. §252(e) CASE NO.: QWE-T-04-23

APPLICATION FOR APPROVAL OF AMENDMENT TO INTERCONNECTION AGREEMENT

Qwest Corporation dba CenturyLink QC hereby files this Application for Approval of Amendment to the Interconnection Agreement ("Amendment") which was approved by the Idaho Public Utilities Commission on October 6, 2004 (the "Agreement"). The Amendment with CenturyLink Communications, LLC fka Qwest Communications ("CenturyLink Communications") is submitted herewith.

This Amendment was reached through voluntary negotiations without resort to mediation or arbitration and is submitted for approval pursuant to Section 252(e) of the Communications Act of 1934, as amended by the Telecommunications Act of 1996 (the "Act").

Section 252(e)(2) of the Act directs that a state Commission may reject an amendment reached through voluntary negotiations only if the Commission finds that: the amendment (or portion(s) thereof) discriminates against a telecommunications carrier not a party to this

agreement; or the implementation of such an amendment (or portion) is not consistent with the public interest, convenience and necessity.

CenturyLink respectfully submits this Amendment provides no basis for either of these findings, and, therefore requests that the Commission approve this Amendment expeditiously. This Amendment is consistent with the public interest as identified in the pro-competitive policies of the State of Idaho, the Commission, the United States Congress, and the Federal Communications Commission. Expeditious approval of this Amendment will enable CenturyLink Communications to interconnect with CenturyLink facilities and to provide customers with increased choices among local telecommunications services.

CenturyLink further requests that the Commission approve this Amendment without a hearing. Because this Amendment was reached through voluntary negotiations, it does not raise issues requiring a hearing and does not concern other parties not a party to the negotiations. Expeditious approval would further the public interest.

Respectfully submitted this \_\_7<sup>th</sup>\_\_\_\_ day of October, 2015.

**CENTURYLINK** 

Lisa A. Anderl

Attorney for QWEST CORPORATION DBA

CENTURYLINK QC

## **CERTIFICATE OF SERVICE**

I hereby certify that on this7 <sup>th</sup>	_ day of October, 2015, I served the foregoing
APPLICATION FOR APPROVAL OF A	AMENDMENT TO THE INTERCONNECTION
AGREEMENT upon all parties of record i	n this matter as follows:
• •	
Jean Jewell, Secretary	Hand Delivery
Idaho Public Utilities Commission	U. S. Mail
472 West Washington Street	XX Overnight Delivery
P.O. Box 83720	Facsimile
Boise, Idaho 83720-0074	Email
jjewell@puc.state.id.us	
Sarah Nicholls, Director - Network Cost	Hand Delivery
CenturyLink Communications, LLC	XX U. S. Mail
700 W. Mineral Avenue	Overnight Delivery
Littleton, Colorado 80120	Facsimile
	Email
	Jose addy
	Josie Addington

## Power Reduction Amendment to the Interconnection Agreement between Qwest Corporation dba CenturyLink QC and CenturyLink Communications, LLC for the State of Idaho

This is an Amendment ("Amendment") to the Interconnection Agreement between Qwest Corporation dba CenturyLink QC ("CenturyLink"), a Colorado corporation, and CenturyLink Communications, LLC (fka Qwest Communications Corporation) ("CLEC"). CenturyLink and CLEC shall be known jointly as the "Parties".

#### **RECITALS**

WHEREAS, the Parties entered into an Interconnection Agreement ("Agreement") for service in the state of Idaho which was approved by the Commission on October 6, 2004; and

WHEREAS, the Parties desire to amend the Agreement further under the terms and conditions contained herein.

#### **AGREEMENT**

NOW THEREFORE, in consideration of the mutual terms, covenants and conditions contained in this Amendment and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

## **Amendment Terms**

The Agreement is hereby amended by adding terms, conditions and rates for Power Reduction as set forth in Attachment 1 and Exhibit A, to this Amendment, attached hereto and incorporated herein by this reference.

#### **Effective Date**

This Amendment shall be deemed effective upon approval by the Commission; however, the Parties may agree to implement the provisions of this Amendment upon execution. To accommodate this need, CLEC must generate, if necessary, an updated Customer Questionnaire. In addition to the Questionnaire, all system updates will need to be completed by CenturyLink. CLEC will be notified when all system changes have been made. Actual order processing may begin once these requirements have been met. Additionally, CenturyLink shall implement any necessary billing changes within two (2) billing cycles after the latest execution date of this Amendment, with a true-up back to the latest execution date of this Amendment by the end of the second billing cycle. The Parties agree that so long as CenturyLink implements the billing changes and the true-up as set forth above, the CLEC's bills shall be deemed accurate and adjusted without error.

#### **Further Amendments**

Except as modified herein, the provisions of the Agreement shall remain in full force and effect. The provisions of this Amendment, including the provisions of this sentence, may not be amended, modified or supplemented, and waivers or consents to departures from the provisions of this Amendment may not be given without the written consent thereto by both Parties' authorized representative. No waiver by any Party of any default, misrepresentation, or breach of warranty or covenant hereunder, whether intentional or not, will be deemed to extend to any prior or subsequent default, misrepresentation, or breach of warranty or covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence.

## **Entire Agreement**

CenturyLink Communication, LLC

The Agreement as amended (including the documents referred to herein) constitutes the full and entire understanding and agreement between the Parties with regard to the subjects of the Agreement as amended and supersedes any prior understandings, agreements, or representations by or between the Parties, written or oral, to the extent they relate in any way to the subjects of the Agreement as amended.

The Parties intending to be legally bound have executed this Amendment as of the dates set forth below, in multiple counterparts, each of which is deemed an original, but all of which shall constitute one and the same instrument.

**Qwest Corporation dba CenturyLink QC** 

Docusigned by: Sarah Mcholls D63227635D0C48C Signature	DocuSigned by:  **Diane Roth**  766DFF6A149A455  Signature
Sarah Nicholls Name Printed/Typed	Diane Roth Name Printed/Typed
<u>Director – Network Cost</u> Title	<u>Director – Wholesale</u> Title
9/23/2015	9/24/2015
Date	Date

#### **ATTACHMENT 1**

## **Section 8.0 - COLLOCATION**

### 8.2 Terms and Conditions

#### 8.2.1 Terms and Conditions - All Collocation

DC Power Reduction, Restoration, and Deactivation. DC Power 8.2.1.32 Reduction With Reservation allows CLEC to reserve a fuse or breaker position on the power board or battery distribution fuse board (BDFB) when reducing a secondary power feed to zero. CLEC will pay a monthly power maintenance charge to retain the existing power cabling and fuse position for future power augment requests or until such time as CLEC notifies CenturyLink it wishes to discontinue the option. DC Power Reduction Without Reservation allows CLEC to reduce the ordered amps on a primary or secondary feed to a minimum of twenty (20) amps. DC Power Off allows CLEC to deactivate their secondary power feed and remove it from the power distribution point (e.g., BDFB or power board). A primary power feed with a minimum of 20 Amps, must be maintained in each collocation at all times, with the exception of Adjacent Collocation, Common Area Splitter Collocation, Facility Connected Collocation, and ICDF Collocation. Adjacent Collocation, Common Area Splitter Collocation, Facility Connected Collocation, and ICDF Collocation do not have a minimum DC power requirement.

> 8.2.1.32.1 **Applications** for DC Power Reduction/Restoration/Deactivation may be submitted only for Collocation sites that have been completed and accepted by CLEC, otherwise CLEC should follow standard change or augment procedures including the applicable rates for changes or augments. On the Collocation Application, CLEC should indicate that it is a request for DC Power Reduction/Restoration/Deactivation and identify the specific power feeds. CenturyLink will notify CLEC of any deficiencies in the Collocation Application, within ten (10) Days of receipt. A quotation for the DC Power Reduction/Restoration/Deactivation will be provided to CLEC within twenty-five (25) Days. The guoted nonrecurring charges will be honored for thirty (30) Days from the quotation. CLEC payment of all quoted nonrecurring charges constitutes acceptance and CenturyLink will then perform the work. If CLEC accepts the quotation within seven (7) Days, CenturyLink shall complete the DC Power Reduction within ninety (90) Days of receipt of the Collocation Application. If CLEC accepts the quotation after seven (7) Days, CenturyLink shall complete the DC Power Reduction within ninety (90) Days of receipt of CLEC's acceptance.

> 8.2.1.32.2 CLEC assumes all responsibility for outages or impacts to CLEC services and equipment due to the reduction in DC power.

Restoration of the DC power is contingent upon the desired power and fuse availability.

8.2.1.32.3 Before submitting a Collocation Application requesting DC Power Reduction/Restoration/Deactivation, CLEC's financial obligations for the Collocation site must be current, with the exception of formally disputed charges. Billing to CLEC will be revised to reflect the reduced/restored/eliminated DC power upon receipt of payment of the quoted charges effective back to the date of acceptance by CenturyLink of the Collocation Application.

8.2.1.32.4 If a shortage of fuse positions is imminent, CenturyLink will notify CLEC of the need to exercise its option to reuse the power feed and fuse, or relinquish the fuse position for use by another CLEC or CenturyLink. Upon receipt of such notification, CLEC must request restoration of the secondary power feed to at least twenty (20) amps or return the fuse position to CenturyLink within thirty (30) Days.

## 8.3 Rate Elements

Rate elements for Collocation are included in Exhibit A.

#### 8.3.1 Rate Elements - All Collocation

8.3.1.19 DC Power Reduction Restoration and Deactivation Rates: CLEC will be charged the applicable nonrecurring Quote Preparation Fee (QPF) or Engineering and Design Fee and the DC Power Reduction or DC Power Restoration fee per Collocation request. Nonrecurring charges associated with the work required to reduce the fuse or breaker size, rewiring the power lead at the power source or relocation of the power feed will be on an ICB basis. When power is restored, nonrecurring charges will be assessed on an ICB basis for the work required to restore the power utilizing standard power rate elements for power usage, labor and cabling charges. CLEC will be charged a nonrecurring charge for moves between the battery distribution fuse board and the power board (for location changes) necessary for DC power reduction/restoration. When Power is turned off or deactivated on a secondary power feed nonrecurring charges (i.e., Power off) will be assessed for the work required to disconnect the power feed from the power distribution point. A recurring power maintenance charge is associated with the option to hold the power infrastructure for a secondary feed for potential future use by CLEC. The recurring charge will terminate on the date a restoration job completes for the power feed or CLEC returns the fuse position to CenturyLink. If CenturyLink is unable to provide the requested power restoration of the held feed(s) due to exhaustion of power capacity, CenturyLink will refund all Power Maintenance Charges collected since the reservation was accepted.

Exhibit A Idaho

Amendme	Amendment						Notes				
						Recurring	Recurring Recurring Per Mile			REC per Mile	NRC
0 Collocation											
8.13 DC Po	wer Reduction	n and Restoration	on							<del>                                     </del>	_
8.13.1	Power Re	duction									
	8.13.1.1	Quote Preparation Fee, per Office						\$703.70			E
	8.13.1.2		n, with or without Reservation, per Feed Set								
		8.13.1.2.1	Less Than 60 /	Amps				\$494.45			E
		8.13.1.2.2	Equal To 60 Amps				\$706.91				
		8.13.1.2.3		Greater Than 60 Amps				\$895.31			E
	8.13.1.3		Power Off, per Feed Set, per Secondary Feed					\$621.09			E
	8.13.1.4		Power Maintenance Charge (Reservation Charge), per Fuse Set			\$64.59			В		
	8.13.1.5		Location Change from Power Board to BDFB					ICB			
8.13.2	Power Res										
	8.13.2.1	Quote Preparation Fee, per Office						\$703.70			
	8.13.2.2	Power Restora	Restoration, applies to Primary & Secondary Feed								
	8.13.2.2.1 Power Restoration with Reservation										
			8.13.2.2.1.1	Less Than 60 Am				\$494.45			1
			8.13.2.2.1.2	Equal To 60 Amp				\$706.91		_	1
		2 10 0 0 0	8.13.2.2.1.3	Greater Than 60 A				\$895.31			1
	10.10.0	8.13.2.2.2		Power Restoration without Reservation e from Power Board to BDFB				ICB		-	1
	8.13.2.3	Location Chang	ge from Power B	oard to BDFB				ICB		-	
<u></u>										-	_
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			29408 (January	5, 2004) rates effect	tive January 5, 2004.					-	_
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